

*Copies to  
all B. A's  
of Local 70  
15-3-65 of*

RECEIVED  
APR 30 1965

P R O P O S E D

JOINT WESTERN AREA COMMITTEE AGENDA

Submitted by the

WESTERN MASTER FREIGHT DIVISION

Meetings of May 10, 11, 12, 13 & 14, 1965

at the

Sir Francis Drake Hotel, San Francisco, California

\* \* \* \* \*

Joint Session of the Full Committee.

Monterey Room, 2:00 P.M., Monday, May 10, 1965.

1. Approval of the Minutes of the JWAC Sessions held February 8, 9, 10, 11, and 12, 1965.
2. Discussion of Cases filed with Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the May sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Proposed amendments to Rules of Procedure.
6. Communications.
7. Other procedural or policy matters to come before the JWAC.
8. ADJOURNMENT.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      The Ringsby System  
8-4-1577

Change                      Locals involved:                      81, Portland, Oregon  
of Opera-    468, Oakland, California  
tions

It is our desire to change the presently established breaking point on our Oakland/Portland Division run from Medford, Oregon, to Yreka, California.

If this request is granted, we propose to make this change on or about September 1, 1964, and will pay driver's mileage as follows:

Oakland - Yreka	315 miles
Yreka - Portland	330 miles

August JWAC Action: Committee retains jurisdiction.

November JWAC Action: Postponed.

February JWAC Action: The company is to bring in the proper records to this committee at the May, 1965 hearing. Based on an examination of the records, a final decision will be made in this case.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Pacific Intermountain Express  
2-5-1721

Change of Operations Local involved: 180, Los Angeles, California

Pacific Intermountain Express requests the following Change of Operations:

DISPATCH RULES COVERING: Kansas City & St. Louis "Thru" Operations to Los Angeles, via Alamosa and Los Angeles "Thru" Operation to Kansas City & St. Louis, via Alamosa.

1. The company, at its option, may dispatch Kansas City sleeper teams "thru" to Los Angeles, St. Louis sleeper teams "thru" to Los Angeles and Los Angeles sleeper teams "thru" to Kansas City or St. Louis via Alamosa, Colorado, or may "meet and turn" the respective teams at Alamosa, Colorado, or may dispatch them to Rawlins, Wyoming and/or Denver, Colorado as the dispatch circumstances dictate. Driver teams will work under the labor agreement in effect at their home domicile. There will be no bidding of runs on this operation. The dispatch of home-domiciled teams will be in turn off of their respective dispatch boards.
2. Driver teams arriving at away-from-home terminals (Kansas City, St. Louis or Los Angeles, as the case may be), shall be first up ahead of locally-domiciled teams for loads destined to their home domicile.
  - (a) Except however, St. Louis teams in Los Angeles may be dispatched to St. Louis via Kansas City with freight destined to Kansas City, and
  - (b) Kansas City teams in Los Angeles may be dispatched to Kansas City with freight destined to St. Louis, and
  - (c) Los Angeles teams in Kansas City or St. Louis may be dispatched to Los Angeles via Salt Lake City, Utah with freight destined to Salt Lake City, and points intermediate to Salt Lake City and Los Angeles.
3. If there are no loads available at the away-from-home terminal to return foreign sleepers in accordance with Rule No. 2, they shall be placed on the wheel in their proper position at the away-from-home terminal and will rotate out with locally-domiciled driver teams, with their dispatches to be to Rawlins, Wyoming and/or Denver, Colorado, at which points they shall fall into their proper positions on their respective dispatch wheels with their respective conference dispatch rules then to prevail.
4. On the third dispatch, after leaving their home domicile, driver teams shall be dispatched to their home domicile, which may be a "via" dispatch to their home domicile. Nothing herein shall be construed to prohibit teams from voluntarily taking additional dispatches before returning to their home domiciles.
5. Foreign teams shall not be used to move freight in foreign conference areas, other than as outlined herein, unless otherwise agreed between the parties.

February JWAC Action: The matter of dispatch rules is referred back to the parties and this committee retains jurisdiction of this case.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Pacific Intermountain Express  
5-5-1835

Change  
of Opera-  
tions

Locals involved:

41,	Kansas City, Missouri
81,	Portland, Oregon
150,	Sacramento, California
180,	Los Angeles, California
137,	Marysville, California
222,	Salt Lake City, Utah
224,	Los Angeles, California
439,	Stockton, California
468,	Oakland, California
533,	Reno, Nevada
544,	Minneapolis, Minnesota
554,	Omaha, Nebraska
690,	Spokane, Washington
741,	Seattle, Washington
600,	St. Louis, Missouri
710,	Chicago, Illinois
961,	Denver, Colorado

TO REPLACE THIS PROPOSED ELIMINATION OF "PROTECTED" RELAY OPERATION AND TO PLACE THE COMPANY IN A COMPETITIVE "SERVICE" POSITION, PACIFIC INTERMOUNTAIN EXPRESS CO. PROPOSES THE FOLLOWING:

1. In addition to present 'thru' sleeper cab operations between Western Conference terminals and Central States Conference terminals, establish additional 'thru' sleeper cab operations between Los Angeles, Oakland, Portland, Seattle and Salt Lake City, on the one hand; and Minneapolis-St. Paul, Chicago, Omaha, Kansas City and St. Louis, on the other; running to any point on a 'thru' basis, with service to intermediate terminals.
2. For operational and balance purposes, the present break-points of Alamosa, Colorado; Denver, Colorado and Rawlins, Wyoming will be retained and utilized at the option of the company. Add Billings, Montana as an additional breakpoint.
3. Establish a "slip-seat" operation at home domicile points throughout the entire P-I-E system. This will, in addition to improving freight service, improve employee and equipment utilization and is necessary due to P-I-E's mixed doubles and semi fleet and certain state laws regulating equipment length.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # United-Buckingham Freight Lines  
5-5-1836

Change of Operations Local involved: 45, Great Falls, Montana

PRESENT OPERATION:

United-Buckingham Freight Lines presently interlines freight with Miller and Brown, a Canadian carrier. The freight involved in this interline agreement previously moved through United-Buckingham terminal in Minot, North Dakota.

PROPOSED CHANGE OF OPERATION:

United-Buckingham has now taken freight destined for Alberta, namely Lethbridge, Medicine Hat, Calgary, Red Deer and Edmonton, and routed that portion through their Great Falls, Montana Terminal. This change has resulted in 480 more U.S. miles for U.S. drivers each way, and added the minimum of 2 men to the Great Falls dock.







## CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # The Santa Fe Trail Transportation Company  
5-5-1838

Change of Opera- tions	Locals involved:	224,	Los Angeles, California
		104,	Phoenix, Arizona

The Santa Fe Trail Transportation Company is desirous of changing its present operation of one schedule per day from Los Angeles, California to Flagstaff, Arizona and its operation of its schedule from Wickenburg, Arizona to Ash Fork, Arizona and return.

## AGREED TO CHANGE



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # California Motor Express, Ltd.  
5-5-1839

Change of Opera- tions	Locals involved:	150, Sacramento, California 386, Modesto, California
------------------------------	------------------	---

Time requirements and non-revenue miles dictate that this change be made. Our present operation has seven line drivers domiciled in Sacramento. With this change, six will remain. One will be transferred under the contractual terms to Modesto to handle turnaround operations.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Pacific Intermountain Express Co.  
5-5-1840

Change of Opera- tions	Locals involved:	224, Los Angeles, California
		208, Los Angeles, California
		357, Los Angeles, California
		871, Pomona, California

Company proposes to deliver freight directly from Los Angeles to ~~Pomona~~ Pomona area with Los Angeles based men. Pomona men will be offered work in Los Angeles.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Federal Refrigerated Transportation Company  
5-5-1841

Change of Operations Locals involved: 224, Los Angeles, California  
287, San Jose, California  
386, Modesto, California

Effective on or before March 1, 1965, subject to availability of freight, we will break 2 trucks at San Jose, and 1 truck at Modesto, California.

All over-flow and extra schedules will go to division point or through to destination as circumstances warrant.

Local No. 224, W. D. Dyer, Los Angeles, Local 386, W. J. Kiser, of Modesto, and Local 287, Fred Hofmann, of San Jose, all concur in the above stated change of operations.

AGREED TO CHANGE.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Texas-Arizona Motor Freight, Inc.  
5-5-1842

Change Locals involved: 310, Tucson, Arizona  
of Opera- 941, El Paso, Texas  
tions

At present, we operate one schedule, five (5) days each week, Monday thru Friday from El Paso, Texas to Tucson, Arizona via Bisbee, Arizona and return the same route. This schedule now operates with one driver stationed at El Paso which operates on a turn-around basis from El Paso to Lordsburg, New Mexico, one driver stationed at Bisbee, Arizona which operates from Bisbee, Arizona to Lordsburg, New Mexico on a turn-around basis, and one driver stationed at Tucson operating on a turn-around basis from Tucson, Arizona to Bisbee, Arizona, thereby requiring a total of three (3) drivers to operate this one schedule.

The request change of this operation is to operate this schedule from El Paso, Texas to Bisbee, Arizona on a through basis with the drivers laying over in Bisbee and returning back to El Paso.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #           Pierce Freight  
5-5-1843

Clarifica-       Local involved:           468, Oakland, California  
tion

CB-1348 (Local 468 vs Pierce). Union maintains Pierce is not paying the established miles over a route that they have paid in the past. Pierce had established miles from Oakland to Medford and Medford to Oakland on a Sleeper of 381 miles each way. The Company went to the Change of Operations Committee and were given the right to run straight through on their single man runs and they started paying 362 miles. Company maintains that when they put in for a Change of Operations, Case #8-4-1446, it was approved as presented by the Joint Western Committee.

Case #CB-1348.

JSC Motion: That in view of Case No. 8-4-1446 the committee refers this matter to the Joint Western Committee. Change of Operations Sub-Committee to determine if the company is properly applying the mileage as contained in the decision on Case No. 8-4-1446.

Motion Carried - .



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # United Buckingham Freight Lines  
5-5-1844

Change of Operations Locals Involved: 690, Spokane, Washington  
741, Seattle, Washington

PRESENT OPERATION:

There are presently 26 solo drivers domiciled at Seattle, Washington, operating from Seattle to all points in Washington served by the company, as well as to Portland, Oregon and Lewiston, Idaho.

PROPOSED OPERATION:

Company proposes to re-domicile 15 drivers and 15 tractors from Seattle to Spokane, Washington to operate from Spokane to all points in Washington except Hoquim, Olympia, Mount Vernon, Bellingham and Blaine, Washington. These latter points will be served by the remaining drivers domiciled in Seattle. The drivers offered re-domicile at Spokane will also be offered work opportunity Spokane to Lewiston, Idaho, Missoula, Montana, and Great Falls, Montana.

REASONS FOR REQUEST FOR CHANGE OF DOMICILE:

1. Adequate maintenance facilities are available at Spokane that are not available at Seattle. The maintenance facilities at Seattle never have been anything but a very small shop, and cannot properly maintain these units.
2. The merging of the Buckingham Freight Lines rights with those of United Freight Lines has caused a substantial increase in the westbound transcontinental flow of freight moving through the Spokane gateway. Previously there was an overbalance in the flow of freight moving Seattle to Spokane, but since the merger of the two companies, a reverse situation has developed whereby there is a preponderance of tonnage now moving Spokane to Seattle and other Washington points.
3. Therefore, to avoid excessive deadheading, layover pay, and to insure the maximum utilization of equipment, and maximum miles per driver, the company proposes to re-domicile these Seattle drivers, offering them work opportunity at Spokane. There are presently no Spokane drivers on lay-off status.

Received - February 1, 1965.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Los Angeles-Seattle Motor Express  
5-5-1845                    Labor Relations Division

Clarifi-                    Local involved:                      741, Seattle, Washington  
cation

Change of Operations 11-4-1607 did not permit LASME to  
dispatch singlemen "divisions" from Oakland with Seattle  
destined loads whenSeattle Sleeper teams were available.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Consolidated Freightways  
5-5-1846

Change of Local involved: 961, Denver, Colorado  
Operations

At the present time, we are operating between Scottsbluff, Nebraska and Denver, Colorado. This operation is functioning on the basis of one man living in Scottsbluff, Nebraska and running a turn-around run between Scottsbluff, Nebraska and Cheyenne, Wyoming. We also have a turn-around run operating between Denver, Colorado and Cheyenne, Wyoming that meets the turn-around run from Scottsbluff, Nebraska. The driver on the Denver, Colorado-Cheyenne, Wyoming is a Denver-domiciled driver.

It is the Company's intention to do away with both of these turn-around runs.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
11-4-1621 Consolidated Freightways

P & D In accordance with Article 6 of the Master Freight Agreement,  
Dispute Local 190 requests that this Company bid a hostler position.

Case #M-405.

JSC Motion: That Consolidated Freightways bid another hostler position at the Billings, Montana Terminal.

Deadlocked Montana JSC 10/16/64.

November JWAC Action: Postponed.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1726 Consolidated Freightways, Inc.

P & D This claim filed on behalf of Hodges, Lucero, Hansen and  
Dispute Garrimone because of the company shipping out pick-up and  
delivery equipment to other terminals and letting this work out  
to people not in the bargaining unit. This resulted in a pay loss  
to the above listed employees.

Case #39.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 8/5/64.

February JWAC Action: This committee retains jurisdiction  
and the company is to bring the facts in to the May JWAC meeting.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1728 Santa Fe Trail Transportation Co.

**P & D** Employees Raymond Koch and George Lennick claim loss  
Dispute of pay in the amount of \$72.06 for Koch and \$38.70 for  
Lennick, because company violated the piggyback crew  
provisions of the Pick-Up and Delivery Supplement.

Case #9 and 11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 4, 1964.

DECISION: (Committee for Local Operations - Transcript Page 42 - 2/9/65)  
M/m/s/c that there has been before the Multi-Conference Committee a case  
similar to Case No. 2-5-1728, and as soon as this interpretation is available  
by the Multi-Conference Committee, it will be applied to this case if it is  
applicable. If not, the entire case will be remanded back to this Committee  
for a decision.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
2-5-1744 Transcon Lines

P & D R. P. Freeney claims 6 1/2 hours pay, in the amount of \$31.98  
Dispute for violation of his seniority on the following dates: 8/28/64,  
8/31/64 and 9/16/64.

Case #SC-12-(11)-64-4872.

JSC Motions: #1. That based on the facts as presented, the  
claim of R. P. Freeney for September 16, 1964 is denied.  
This motion CARRIED.

Motion #2: That the claims of August 28th and 31st, 1964  
are denied. This motion DEADLOCKED.

Deadlocked Southern California JSC 12/8/64.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
2-5-1817 I.M.L. Freightlines

P & D Sunday, September 6, 1964, John Harman and Joe Romero  
Dispute runaround me (Richard Paul Dille) to Ogden. Neither one of  
them is a regular short line man.

It is the Union's position that Dille, being senior to those who  
pulled the short line trips, should be paid for the amount of  
over-time paid to a Mr. Westly, who pulled the last short  
line trip.

Case #447 (October 64-5).

JSC Motion: That the claim of Richard Paul Dille be paid  
as presented.

Deadlocked Utah-Idaho JSC 1/13/65.

NOTE: Late Filing - received 1/27/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 17, Denver, Colorado, and  
5-5-1847        Burlington Truck Lines.

P & D            Jess E. Lange claims \$12.48 for over-time worked  
Dispute        Saturday, January 2, 1965, because his bid is Monday through  
                 Friday.

Case #29.

JSC Motion:    None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-5-1848 Burlington Truck Lines.

P & D David Brungardt claims his seniority was violated January  
Dispute 2, 1965 when the company called Jess Lange, a 20% to work.  
Saturday a premium day. Pay claim for \$38.00.

Case #30.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #            Local 17, Denver, Colorado, and  
5-5-1849        Burlington Truck Lines.

P & D            David Brungardt claims on Friday, January 15, 1965,  
Dispute        Burlington Truck Line dispatched a road driver, Mr. Ridgeway  
              from Casper, Wyoming to Brighton, Colorado. This is  
              Local #17 jurisdiction; employee Brungardt claims pay for  
              this time.

Case #31.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February , 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 17, Denver, Colorado, and  
5-5-1850                    Denver-Chicago Trucking Co., Inc.

P & D                      Employees Joseph Quintana, Ronald Strachen, Leo O'Brien,  
Dispute                    Buford Templeton, Paul Crespín and Gene Bernath each  
                             claim they were receiving a personalized rate of pay until  
                             about December 10, 1964, when they had their hourly rate  
                             reduced from \$3.12 to \$3.02 per hour.

Case #23.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-5-1851 Denver Chicago Trucking Co., Inc.

P & D Employees Darold A. Rasher, John Rossi, and Phillip  
Dispute Jacobs each claim a pay loss of \$18.72 on February 17, 1965 by  
the company using casuals when the above employees were  
available for overtime.

Case #45.

JSC Motion: Being referred to JWC for interpretation.

Colorado-Wyoming JSC April 7, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-5-1852 Consolidated Freightways, Inc.

P & D The Union contends that on November 9, 1964, the Company  
Dispute furloughed some men, among those furloughed was Maxwell Peel,  
who is 18th on the seniority list, and John Myers, who is 19th  
on the seniority list. On January 19, 1965, the Company called  
Myers to work, by-passing Peel. Myers worked 3 days in  
January and Peel only worked 2. The Union contends that both  
men have the same qualifications, therefore, the Union is claiming  
runaround pay for Maxwell Peel for January 19th.

Case #591.

JSC Motion: That Maxwell Peel be paid runaround pay for  
January 19, 1965.

Deadlocked Oregon JSC April 6, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
5-5-1853                    McCracken Brothers Motor Freight.

P & D                      The Union is claiming five days pay for Local 81 employee  
Dispute                    Hinkle for the period he was laid off; December 7, 1964, to  
                              January 4 , 1965, for work that was performed by a Local 255  
                              employee Husson. Also, the Union is asking for pay for three  
                              holidays; December 24th, Christmas Day, and New Years Day.

Case #576-576-A.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
5-5-1854                    Silver Eagle Company.

P & D                      Local Union No. 81 is claiming that Silver Eagle Company is  
Dispute                    in violation of Article 45, of the Pickup & Delivery, Local  
                                 Cartage and Dock Workers Supplemental Agreement by refusing  
                                 to pay medical expenses incurred by employee Norman Gouveia.

Case #587.

JSC Motion: That the claim be denied.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
5-5-1855 United-Buckingham Freight Lines.

P & D Local 190 requests nine (9) hours pay at over-time rate  
Dispute for Paul P. Reichert for work performed on Sunday,  
December 27, 1964.

Case #M-473.

JSC Motion: That in Case M-473 Paul Reichert be allowed  
9 hours at over-time pay for Sunday, December 27, 1964.

Deadlocked Montana JSC April 16, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-5-1856 Exley Express

P & D On December 7, 1964, this member was released from duty when there  
Dispute was more work to be done, which is local work. The Company later  
sent Line drivers out of Portland, Oregon, from L. A. dock to harbor  
to pick up trailers to head North. This claim is for 8 hours at time  
and one-half - \$39.76.

Case #SC-3-65-5434.

JSC Motion: That based on the facts as presented, the claim of  
the Union is denied. This also involved Local 81 in Portland and  
Local 692 in Long Beach.

Deadlocked Southern California JSC 3/4/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-5-1857 Milne Truck Lines.

P & D The Union claims that on 12/14/64, Ralph Thompson was given a  
Dispute release from his doctor to return to work. The Company did  
send Thompson to the Drivers' Testing Center and they also released  
him for work, however, the Company refused to put him to work.  
We ask eight (8) hours pay at \$3.20  $\frac{1}{2}$  per hour.

Case #SC-2-65-5312.

JSC Motion: That based on the facts as presented, Ralph Thompson  
be compensated actual time spent taking doctors examination in  
accordance with the contract.

Deadlocked Southern California JSC 2/2/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-5-1858 O.N.C. Motor Freight System.

P & D Company refuses to bid jobs correctly and according to  
Dispute qualifications.

The position is that the Company bid jobs according to  
qualifications and by seniority without favoritism or partiality.

Case #SC-4-65-5561.

JSC Motion: That based on the facts as presented, the  
position of the Union be denied.

Deadlocked Southern California JSC April 9, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 357, Los Angeles, California, and  
5-5-1859                    Los Angeles-Seattle Motor Express.

Request                    In view of an obvious mathematical error contained in  
for                        Case #11-4-1628, Local Union 357 respectfully requests  
Clarifica-                a clarification of the decision rendered in this case.  
tion



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-5-1860 O.N C. Motor Freight System.

P & D Complaint by Alexandria: "On 11-16-64, I was laid off because  
Dispute of lack of work. The Company used casuals on the 17th and 20th  
of November, therefore, in agreement with the contract, I am  
asking for two days pay, as the senior man laid off as per contract.

Case #SC-2-65-5338-A.

JSC Motion: That based on the facts as presented, the claim of  
Alvin Alexandria is allowed.

Deadlocked Southern California JSC 2/3/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-5-1861 Transcon Lines.

P & D Complaint by Crocker: "I was sent home after working  
Dispute 4 hours and Company kept bird-doggers for 8 hours. I worked  
4 hours and Wayne Seyoc worked 8 hours. I am requesting  
4 hours pay in the amount of \$13.14.

Complaint by Cunningham: "I was sent home after working  
four (4) hours and the Company kept bird-doggers on for eight  
(8) hours. I worked 4 hours and Balton worked 8 hours. I am  
requesting 4 hours pay in the amount of \$13.14.

Case #SC-4-(3)-65-5372 and 5373.

JSC Motion: That based on the facts as presented, the claim  
of Joseph Crocker and D. T. Cunningham be allowed.

Deadlocked Southern California JSC April 6, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 448, Missoula, Montana, and  
5-5-1862 Northern Pacific Transport Co.

P & D Request for night shift differential of 10¢ per hour for  
Dispute Northern Pacific employee, Fred Wilkerson.

Case #M-480.

JSC Motion: That in Case M-480 the position of the Union  
be denied.

Deadlocked Montana JSC April 19, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
5-5-1863 Pacific Intermountain Express.

P & D The Union claims that Sturgis should have been dispatched  
Dispute on the run since he was the senior man, and accordingly, the  
Union claims 1 1/2 hours over-time at the short line rate  
of pay.

The Company contends that it was entitled to dispatch the  
junior man for it reasonably believed that he could complete  
the run at straight time and the senior man could not.

Case #506 (Apr. 65-1)

JSC Motion: That the Union claim be denied.

Deadlocked Utah-Idaho JSC April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-5-1864 Oregon-Nevada-California Fast Freight

P & D The Company uses a seniority preference sign-up sheet for  
Dispute premium day work. On the day in question, Victor Carlson,  
a qualified man, was passed over in favor of a junior man,  
even though Carlson had signed the premium day sign-up  
sheet. The Company claims man worked was a lead man.

Case #1178 (U).

JSC Motion: That man's claim be paid.

Deadlocked Washington JSC April 7, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-5-1865 Sea Land Service, Inc.

P & D This case concerns junior employees being assigned to unload beer  
Dispute from rail cars at the Company terminal. On the specific issues  
in this case, senior employees were available to do this work and on one  
day in question, senior men were working on rail cars also, unloading  
appliances, but junior men and casuals were put on the beer. Inasmuch  
as the beer scale is in excess of .50¢ per hour over the dock scale,  
the Union claims this is premium work and should be offered to the  
senior men that are available and at the terminal. The rail spur  
is immediately adjacent to the Sea Land terminal.

Case #1116 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC 2/3/65.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case # (L-326) RICHARD BERENS, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways. Request is for a period of ninety (90) days, effective March 1, 1965, for the purpose of assuming the duties of Sales Representative, on a trial basis.
- (L-327) CLARENCE GATFIELD, member of Local 208, Los Angeles, California. Employee of States Warehouses, Inc. Request is for a period of thirty (30) days, effective January 21, 1965, for the purpose of an opportunity to become part of the management group for States Warehouses, Inc.
- (L-328) DELMA EUGENE GUTHRIE, member of Local 208, Los Angeles, California. Employee of I. C. X. (Illinois-California Express) Request is for a period of ninety (90) days, effective March 2, 1965, for the purpose of trying out as a Solicitor for I. C. X.
- (L-329) DANNY MARTENEZ, member of Local 208, Los Angeles, California. Employee of Texas-Arizona Motor Freight, Inc. Request is for a period of ninety (90) days, effective February 4, 1965, for the purpose of Supervision.
- (L-330) Q. G. PETERSON, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of thirty (30) days, effective February 20, 1965, for the purpose of providing relief coverage during vacation period for linehaul dispatch clerk.
- (L-331) ROY J. WITT, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways, Inc. Request is for a period of ninety (90) days, effective March 1, 1965, for the purpose of Assistant Dock Foreman.
- (L-332) DALE NICHOLS, member of Local 741, Seattle, Washington. Employee of O. N. C. Motor Freight System. Request is for a period of ninety (90) days, effective March 22/65, for the purpose of taking a Supervisor's position at the Seattle terminal.
- (L-333) GERALD L. NICHOLS, member of Local 208, Los Angeles, California. Employee of Transport Cartage and Distributing Co. Request is for a period of thirty (30) days, effective March 15, 1965, for the purpose of taking a non-covered position with the company.
- (L-334) HAROLD SELESKY, member of Local 224, Los Angeles, California. Employee of Arizona Pacific Tank Lines. Request is for a period of ninety (90) days, effective February 1, 1965, for the purpose of performing non-covered occupational duties.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case # (L-335) JOSEPH ROLAND FALLABEL, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of ninety (90) days, effective March 15, 1965, for the purpose of a non-covered position (Salesman).
- (L-336) LEONARD WONNENBERG, member of Local 150, Sacramento, California. Employee of Pacific Motor Trucking Company. Request is for a period of ninety (90) days, effective April 1, 1965, for the purpose of working for Local 150.
- (L-337) PAUL RIGGS, member of Local 898, El Centro, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective March 16, 1965, for the purpose of driving line until regular driver, William Burns returns from illness.
- (L-338) EDWARD G. PRYOR, member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of ninety (90) days, effective April 9, 1965, for the purpose of Dispatcher, the duties of which are not covered by Western States Area Master Freight Agreement. Employer will make the required Pension Fund and Health & Welfare payments during leave of absence.
- (L-339) LOUIS C. BROWN, member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. Request is for a period of ninety (90) days, effective April 12, 1965, for the purpose of taking position as Dock Foreman.
- (L-340) CHARLES E. EVANS, member of Local 961, Denver, Colorado. Employee of Ruan Transport Corporation. Request is for a period of ninety (90) days, effective April 12, 1965, for the purpose of working as a driver supervisor.



RECEIVED  
APR 30 1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
5-5-1892                    Lee & Eastes Tank Lines, Inc.

Tanker                    Local Union 81 is claiming runaround pay for John Mullan  
Dispute                    for February 14, 1965, from Lee and Eastes Tank Lines, Inc.,  
                             because of improper dispatch.

Case #572.

JSC Motion: That the Union's claim be upheld,

Deadlocked Oregon JSC March 1, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-5-1893 Los Angeles-Seattle Motor Express, Inc.

OTR Local Union No. 81 is claiming that Los Angeles-Seattle Motor  
Dispute Express is in violation of Article 53, Section 7, (b), of the  
Over-the-Road, Single Man and Sleeper Cab Supplemental  
Agreement, by refusing to pay driver C. Aitken his automatic  
three hour layover guarantee.

Case #589.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 81, Portland, Oregon, and  
5-5-1894        Oregon-Nevada-California Fast Freight.

OTR            Local Union No. 81 is claiming runaround pay for Marvin  
Dispute        Bradshaw, from Oregon-Nevada-California Fast Freight,  
                 amounting to four (4) hours.

Case #580.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 81, Portland, Oregon, and  
5-5-1895        Pacific Intermountain Express, Inc.

OTR            Local Union No. 81 is claiming report time guaranteed pay for  
Dispute        C. E. Shove from Pacific Intermountain Express.

Case #571.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC March 1, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-5-1896 Pacific Intermountain Express, Inc.

OTR The Union contends that Portland sleeper team Nelson and  
Dispute Willaby arrived in Los Angeles at 12:11 a.m. on January 28, 1965.  
At 1:45 p.m., they pulled a load out that was ready to go when  
they arrived. The Union contends that this is abuse of free time  
and the Union is claiming 13 1/2 hours pay for each driver because  
of this.

Case #582.

JSC Motion: That the claim be paid.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-5-1897 Pacific Intermountain Express, Inc.

OTR The Union contends that on February 4, 1965, an Oakland  
Dispute sleeper team came into Portland, one driver got off sick, and  
Portland driver Schiermeister took the sleeper seat to Oakland  
with orders to deadhead back. he was told that there would be  
an airline ticket waiting. Schiermeister arrived in Oakland  
at 12:30 a.m. on the 5th, and did not get out until 11:40 a.m.  
The Union contends that this was abuse of free time because the Company  
knew 18 hours in advance that he was going to be there and they  
should have had all the arrangements made to get him home sooner.  
There were earlier flights; the claim is for 11 hours pay.

Case #583.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-5-1898 Pierce Freightlines, Inc.

OTR The Union contends that in Approximately November, 1964, the  
Dispute Company arbitrarily discontinued payment of one-quarter hour to  
Portland road drivers for fueling their own rigs in Medford,  
Oregon. Prior to this time, the Company was paying, in  
addition to the mandatory half hour for each tour of duty, one-  
quarter hour to drivers who did the fueling themselves in Medford.

The Company contends that they adopted a new pay reporting  
system requiring drivers to accurately itemize the actual time spent  
and that the drivers are paid for what they put down, if it amounts  
to more than the half hour, they are paid for it.

Case #588.

JSC Motion: That on the basis of past practice the fifteen (15)  
minutes for fueling in Medford, Oregon, be paid.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
5-5-1899 A & B Garment Delivery.

Joint Work jurisdiction claim for 2 hour minimum at time and one-  
Council 7 half for movement by non-Teamster driver of four loaded pallets  
Dispute from Hills van across A & B dock to Garment Carriers van  
using driver's own equipment.

Case #LD-1721.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's claim be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
March 18, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
5-5-1900 Associated Freight Lines.

Joint In accordance with Article 17 of the National Master Freight  
Council 7 Agreement, Associated Freight Lines requests the right to  
Dispute establish the same method of pay for the operation of Antoni  
Truck Lines, Inc., as that being followed by Associated Freight  
Lines in San Francisco.

Associated Freight Lines has purchased Antoni Truck Lines,  
Inc. operations in San Francisco. Associated pays each  
Friday with cut-off date the Saturday before for all employees.  
Desires to include the Antoni employees transfer to Associated  
on the same basis.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 85, San Francisco, California, and  
5-5-1901                    California Motor Express

Joint                      Union claims the company has regularly paid the equivalent of  
Council 7                  a half hour's wages during the lunch hour period, whether a  
Dispute                    half hour's work was performed or not. Claims the company  
                             suddenly stopped this practice by posting a bulletin.

Case # LD-1687.

Joint Council #7 Labor-Management Committee Motion:  
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
2/18/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
5-5-1902 California Motor Express.

Joint Union claims California Motor Express moved Christenson  
Council 7 reefer operation from Oakland to San Francisco and that they  
Dispute agreed to follow provisions of Article 39 (6) in applying seniority  
of 5 men involved. Four of these men were later laid off.  
Union contends that Article 5 (6) (b) (2) doesn't prevail since  
the Oakland terminal was not closed and is still operating.

Case #LD-1688.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
March 4, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 85, San Francisco, California, and  
5-5-1903        Hecht Fast Freight

Joint            Henry Puertas claims 1/2 hour overtime is due from 7:30 a.m.  
Council 7        to 8:00 a.m. on December 15, 1964, per Article 52 of the  
Dispute         Local 85 Pickup and Delivery Supplement.

Case #LD-1651.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
1/21/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 137, Marysville, California, and  
5-5-1904 Consolidated Copperstate, -Valley Motor Lines

H & W Union claims money for hours and premium pay and welfare  
Dispute payments not caught up properly for Bud and Larry Moore.

Case #CV-25-1161.

JSC Motion: That the Union's position be upheld.

Deadlocked California Valley JSC 2/24/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
5-5-1905 Union Transportation.

OTR Union claims company sub-contracting work to Souza Trucking  
Dispute Company and Gomez Trucking Company, while regular men on  
lay-off status. Union requests regular employees be compensated  
in seniority rotation for loads sub-contractors were used on.

Case #CV-35-1196.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC .



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-5-1906 Navajo Freight Lines.

OTR It is the position of Local 180 that J. R. Tate and R. N. McGruder  
Dispute of Navajo Freight Lines are entitled to all time spent when they  
ran out of fuel 15 miles short of their destination.

Case #SC-2-65-5298.

JSC Motion: That based on the facts as presented, the claim of  
J. R. Tate and R. N. McGruder is allowed.

Deadlocked Southern California JSC 2/2/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #            Local 180, Los Angeles, California, and  
5-5-1907        Pacific Intermountain Express.

Interpre-        Local 180 takes the position that P.I.E. owes R. B. LeCrone  
tation            and D. Lewis 13 hours pay at the rate of \$3.07 per hour. A  
total of \$39.91 due each man. These men were held in Omaha  
17 3/4 hours and were paid 4 3/4 hours. The trailers they  
pulled out of Omaha were loaded and road ready prior to their  
arrival and the dispatcher knowing there would be no other  
loads available for several hours, but chose to hold this team  
anyway. Therefore, they are entitled to be paid for the time.

Case #SC-4-65-5508.

JSC Motion: That this committee requests an interpretation  
of Article 54, Section 9-C and Article 50 of the W.S.A. Over-the-  
Road Supplemental Agreement as they pertain to the facts in  
this case.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 190, Billings, Montana, and  
5-5-1908        Garrett Freightlines, Inc.

OTR            Request pay for a Helena to Great Falls and return to Helena  
Dispute        trip for Gary S. Brekke. Brekke pulled a load from Billings  
                 to Helena, and company terminated him in Helena. A Pocatello  
                 driver picked up Brekke's Great Falls freight and took it to  
                 Great Falls.

Case #M-460.

JSC Motion: That in Case M-460 the position of the Union  
be upheld.

Deadlocked Montana March 19, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #            Local 208, Los Angeles, California, and  
5-5-1909        B. B. D. Transportation.

Termina-        The Local Union protests the termination of Charles Sweeney  
tion            and requests that he be returned to work with full seniority  
                and all back pay.

Case #SC-4-65-5593.

JSC Motion: That based on the facts as presented, Charles  
W. Sweeney be returned to work on his next regular shift with  
full seniority and compensated for all time lost.

Deadlocked Southern California JSC April 8, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 208, Los Angeles, California, and  
5-5-1910        Certified Freight Lines.

Termina-        Local 208 protests the termination of William Poppin.  
tion

Case #SC-4-65-5544.

JSC Motion:    That based on the facts as presented, William  
Poppin voluntarily quit his job with Certified Freight Lines.

Deadlocked Southern California JSC April 8, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 208, Los Angeles, California, and  
5-5-1911                    Wescartage, Inc.

Termina-                    Local 208, in behalf of Harold Sherman, protests the Company's  
tion                         disregard of working seniority entitlements due employee Sherman  
                              when he reported for work February 18, 1965, with doctor's  
                              written release from his job-sustained injury of April 16, 1964.

Case #SC-3-65-5468.

JSC Motion: That based on the facts as presented, the claim of  
the Union is denied and Harold Sherman was terminated as of  
September 21, 1964.

Deadlocked Southern California 3/5/65. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-5-1912 Western Gillette, Inc.

Termination The Local Union protests the discharge of Rocco Simarano.

Case #SC-3-65-5470.

JSC Motion: That based on the facts as presented, the discharge of Rocco Simarano be sustained.

Deadlocked Southern California 3/5/65. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California,  
5-5-1913 Local 357, Los Angeles, California, and  
Yale Cartage Corporation

MASTER  
Agreement Yale Cartage Corporation seeks relief from its present payroll  
practices. It is proposed that the pay period be changed to close  
Friday, with pay day the following Friday.

Case #SC-3-65-5426.

JSC Motion: That this case is referred to the Joint Western  
Area Committee in accordance with Article 17 of the National  
Master Freight Agreement. Motion Carried.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-5-1914 Consolidated Freightways.

Warning Local 222 wishes to protest the Warning Notice issued to  
Notice Tharrell Call.

Case #514 (Apr. 65-9).

JSC Motion: That the warning notice be rescinded and a  
letter of reprimand be issued in its place.

Deadlocked Utah-Idaho JSC April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-5-1915 Garrett Freightlines.

Warning Protest of warning letters issued sleeper team of Sidwell and  
Notice Boyd.

Case #407 (Aug. 64-19) and #408.

JSC Motion: That the warning letters be withdrawn.

Deadlocked Utah-Idaho JSC 8/19/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-5-1916 Garrett Freightlines.

Warning Protest of warning letters for refusing to work behind a picket  
Notice line issued to Robinson and Sumens.

Case #409 (Aug. 64-21) and #410 (Aug. 64-22) .

JSC Motion: That the warning letters be withdrawn.

Deadlocked Utah-Idaho JSC 8/19/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-5-1917 Garrett Freightlines.

OTR C. O. Sodwell and Klenneth Boyd, a Salt Lake City based  
Dispute sleeper team, filed a pay claim for .2 of an hour delay enroute  
while waiting for a draw bridge near Sacramento.

Case #515 (Apr. 65-10).

JSC Motion: That the claim be paid as requested.

Deadlocked Utah-Idaho JSC April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 222, Salt Lake City, Utah, and  
5-5-1918        I.M.L. Freight, Inc,

Warning        Protest of a warning notice issued to Lorenzo Massey.  
Notice

Case #383 (July 64-3).

JSC Motion: That the warning notice stand.

Deadlocked Utah-Idaho JSC 8/19/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 222, Salt Lake City, Utah, and  
5-5-1919                    I.M.L. Freight, Inc.

Warning                    It is the Union's contention that Mr. Harman was justified in his  
Notice                    refusal to work behind the picket line and asks that the warning  
                             notice be withdrawn and that he be paid for the two hours he did  
                             not work.

Case #396 (August 64-8).

JSC Motion: That the Union's claim for money be denied and  
the warning notice be upheld.

Deadlocked Utah-Idaho JSC 8/19/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 222, Salt Lake City, Utah, and  
5-5-1920        I. M. L. Freightlines.

Seniority        Robert A. Chaney is a Salt Lake City based sleeper driver.  
Dispute        He claims that his seniority date is January 3, 1956, and asks  
                 that the company be directed to change its seniority lists to  
                 show that date.

Case #520 (Apr. 65-15)

JSC Motion: That based upon the documentary evidence of the Company's seniority lists since January, 1957, and the testimony of the parties as to the development of the January, 1957 seniority list, I move that the claim of Mr. Chaney to change his seniority date from March 10, 1956 to January 3, 1956 be denied.

Deadlocked Utah-Idaho JSC April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 222, Salt Lake City, Utah, and  
5-5-1921        Pacific Intermountain Express.

Warning        Protest of warning letters issued to Hess - Hyde and Baker.  
Letters

Case #412, 413, and 414 (August 24, 25, 26).

JSC Motion: That the warning letters to the three employees  
be withdrawn.

Deadlocked Utah-Idaho JSC 8/19/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 222, Salt Lake City, Utah, and  
5-5-1922        Union Pacific Motor Freight Co.

Warning        Protest of warning letter issued Rex G. Southard.  
Notice

Case #404 (Aug. 64-16).

JSC Motion: That the warning notice be upheld.

Deadlocked Utah-Idaho JSC 8/19/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 222, Salt Lake City, Utah, and  
5-5-1923        U.P. Motor Freight.

Warning        Protest of warning letters issued Mr. Schemensky.  
Notice

Case #419 (Sept. 64-1).

JSC Motion: That the warning notice be withdrawn.

Deadlocked Utah-Idaho JSC 9/23/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Local 224, Los Angeles, California, and  
5-5-1924                    Milne Truck Lines.

OTR                      Local 224 on behalf of George Ecklund claims the difference  
Dispute                  in pay of \$37.93, between a Desert Center Turnaround and a  
                                Phoenix trip.

Ecklund was called on March 1, 1965, and was dispatched  
on a Desert Center turn with Tractor #3110, Trailer #705.  
This unit was not on the ready line, had not cleared the shop  
area, and was not ready for dispatch.

Tractor #2148, Trailers #464 and #8856, were on the ready  
line, checked out, ready to go. Ecklund should have been  
dispatched to Phoenix under agreed upon dispatch rules.

Case #SC-4-65-5535.

JSC Motion: That based on the facts as presented, the claim  
of George Ecklund be allowed.

Deadlocked Southern California April 7, 1965. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-5-1925 O.N.C. Motor Freight System

OTR Local 224, on behalf of Mr. Thomas J. Daly claims \$711.25 due  
Dispute him as wages. This amount represents the trips pulled by  
junior employees because of the Company's refusal to honor  
Mr. Daly's medical release.

Case #SC-3-65-5392.

JSC Motion: That based on the facts as presented, the claim  
of Thomas J. Daly be allowed.

Deadlocked Southern California JSC 3/2/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
5-5-1926 Bigge Drayage.

MASTER Money claim for Forrester. Union claims construction rate of  
Dispute pay for driver while working on construction job for two days.  
Company claims driver did not perform construction work for two  
days.

Case #CB-1381.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay Area JSC.

Received - February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 287, San Jose, California, and  
5-5-1927 Bigge Drayage

OTR Union claims company is in violation of Article 52 (e) and (f). Short  
Dispute line drivers hauling pipe into the local jurisdiction of the Union  
and shuttling trailers. Company maintains they are hauling from  
American Pipe to the job site and dropping trailer at a spot away  
from the jobsite, varying upon the ultimate delivery of that piece  
of pipe. It has to be done in this manner because it is a very con-  
gested area.

Case #CB-1382.

JSC Motion: That the Union's position be denied.

Deadlocked California Bay Area JSC.

Received - February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Local 307, Casper, Wyoming, and  
5-5-1928                    Consolidated Freightways.

Inter-                      Teamsters Local 307 hereby requests an interpretation of  
pretation                    Article 1, Section 3 of the National Master Freight Agreement  
as to its proper application to the following facts and questions:

Consolidated Freightways sold its intrastate authority as outlined in Joint Western Conference Case 5-4-1316 which is the area generally referred to as the "Basin" which includes its operations in Casper, Worland, Greybull and Riverton, Wyoming.

This transaction was consummated on or about March 8, 1965. Consolidated Freightways laid off the four junior drivers at their Casper, Wyoming terminal March 6, 1965.

The new company offered the four laid off drivers employment with their company on March 5, 1965 and these men did accept work and started with the new company on March 8, 1965.

The following questions now arise:

1. Should Consolidated Freightways have offered to all of their drivers at Casper the opportunity to go to work for the new company by seniority preference?
2. Was Consolidated Freightways within its right to lay off the four junior drivers and thereby deny the senior drivers a right of choice for work with the new company?
3. Under what obligation is the new company at this point if Consolidated Freightways should have given the men a choice of this work by seniority?



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 313, Tacoma, Washington, and  
5-5-1929                    Everts' Commercial Transport, Inc.

Tanker                      Time claimed by employee (Judy) as spent in service of  
Dispute                      Company on 12/18/65 as filed on trip ticket #017104 was  
denied. (Money posted in the amount of \$18.17).

Case #1163 (C).

JSC Motion: That "man's claim be paid."

Deadlocked Washington JSC April 7, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-5-1930 Illinois-California Express.

Holiday Case #5515 - For and on behalf of Alvin Alexandria "I started  
Dispute work for I.C.X. February 22, 1965, Monday morning at 12:01 a.m.  
which was a holiday. I only received 8 hours pay at straight  
time. At this time, I am filing for the holiday pay in the amount  
of \$26.52."

Case #5516 - For and on behalf of Loren Lee Bates: "On  
2-22-65 which was a holiday, I received only 8 hours pay at  
regular rate. I should receive double time in the amount of  
\$26.52. I started at 12:01 a.m., - 2-22-65."

Case #5517 - For and on behalf of Donald Thibault: "I, Donald  
Thibault am filing this complaint against I.C.X. for one (1)  
day, February 22, 1965, in the amount of \$26.52. It (Feb. 22/65)  
was a holiday and I got 8 hours pay; I should have gotten double  
time. I started at 12:01 a.m. and worked 8 hours casual."

Case #5518 - For and on behalf of Lewis Travis: "I worked  
on 2-22-65, I worked from 12:01 a.m. to 8:30 a.m. I was  
paid straight time for 8 hours \$26.52. I am claiming 8 hours  
@ 3.31  $\frac{1}{2}$  because of working on the holiday."

Case Numbers: SC-4-65-5515, 5516, 5517, and 5518.

JSC Motion: That based on the facts as presented, the claim  
of the Union is denied.

Deadlocked Southern California April 6, 1965. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
5-5-1931 Consolidated Freightways.

Interpre- Junior M. Horner is a dock man in the 80 percent group at  
tation the Company's Boise terminal. On March 25, 1965, he  
failed to report for work on his regular bid shift. The Company's  
investigation revealed that Mr. Horner was in jail at Nampa,  
Idaho. On March 29, 1965, still without receiving word from  
Mr. Horner, the Company sent him a letter advising him that  
the Company was removing him from the seniority list for  
his failure to comply with the provisions of Article 40, Section 2,  
of the Western States Area Pick-Up and Delivery Supplement.

Case #512 (Apr. 65-7).

JSC Motion: That this case be referred to the Joint Western  
Area Committee for an interpretation of Article 40, Section 2  
of the Western States Area Pick-Up and Delivery Supplement  
as applied to these facts. This motion carried.

Date of Action: April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 483, Boise, Idaho, and  
5-5-1932                    I.M.L. Freight

OTR                      A. C. Smith runaround claim. It is the Union's position that  
Dispute                   since Mr. Smith's run is a bid run, it is guaranteed and cannot  
                             be cancelled, and accordingly, the Union claims pay for the  
                             regular turn-around run on the day it was cancelled.

It is the company's position that Mr. Smith's bid run is  
"protected", not "guaranteed", and is subject to a well-established  
twenty-four hour protection period.

Case #498 (Feb. 65-4)

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC February 17, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 551, Lewiston, Idaho; Local 741, Seattle, Washington, and  
5-5-1933 United Buckingham Freight Lines.

OTR The Unions have made several attempts to obtain bid runs on  
Dispute United Buckingham Freight Lines Over-the-Road operation;  
such attempts extending over a long period.

We received instructions from the Joint State Committee on procedures to follow and we carried out these instructions. We feel that as a result of all the hearings and meetings, we have not arrived at a conclusion as to bid runs as outlined in the Western States Area Over-the-Road Supplemental Agreement.

It is further our position that the bids we are asking for are running out of our respective jurisdictions and would not force any undue restrictions on the Company.

Case #1127 (U) and #1185 (U).

JSC Motion: That "inasmuch as this committee has retained jurisdiction of Case 1127 (U) and a meeting has been scheduled to further discuss the issue, this committee will continue to retain jurisdiction and will request progress reports until the issue is finalized."

Deadlocked Washington JSC April 8, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
5-5-1934 Best Way Motor Freight Company.

Warning Protest of warning notice issued to Leo Pike.  
Notice

Case #1128 (U).

JSC Motion: That the warning notice not timely filed.

Deadlocked Washington JSC March 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
5-5-1935 Consolidated Freightways, Inc.

OTR Local 690 claims abuse of free time for James Prater.  
Dispute

Case # 1140 (U).

JSC Motion: That the claim of the Union in Case # 1140 (U)  
be denied.

Deadlocked Washington JSC March 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 690, Spokane, Washington, and  
5-5-1936        United Buckingham Freight Lines.

Discharge        Protest of discharge of Robert T. Olsen.

Case #1137 (U).

JSC Motion:    That the position of the Union be sustained.

Deadlocked Washington JSC March 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-5-1937 United Buckingham Freight Lines.

Warning The Union protests a warning notice to Alex Evertz for colliding  
Notice with a rock slide on Snoqualmie Pass.

Case # 1138 (U).

JSC MOTION: That the warning notice be upheld.

Deadlocked Washington JSC 3/3/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 775, Denver, Colorado, and  
5-5-1938                    Denver-Chicago Trucking Co., Inc.

Termina-                    Edgar Glenn protests discharge as unjustified and  
tion                         requests reinstatement with full compensation for all  
                              time lost.

Case #31.

JSC Motion:   None given.

Deadlocked Colorado-Wyoming JSC March 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 775, Denver, Colorado, and  
5-5-1939                    Navajo Freight Lines, Inc.

Auto-                      Pearl Peters protests elimination of Tire Leadman job  
motive                    and requests that this job be reinstated, effective 2/26/65  
Dispute                    with full compensation for all monies lost.

Case #68.

JSC Motion:   None given.

Deadlocked Colorado-Wyoming JSC April 7, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-5-1940 Navajo Freight Lines.

OTR Bob Masters states: On trip #148-843, December 4, 1964,  
Dispute left Denver and this was my regular assigned tractor, 4113,  
and Company refused to let me go out on it so I am claiming  
a trip from Denver, Colorado to Los Angeles, California and  
return, due to Company refusing me to ride on my regular  
assigned equipment.

Case #14.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Local 961, Denver, Colorado, and  
5-5-1941                    Navajo Freight Lines.

OTR                         Donald C. Rudy and Howard Hicks state: We were alerted  
Dispute                    between 4 and 6 on March 1, 1965 for 12:30 a.m. departure on  
March 2, 1965, and at approximately 10:30 p.m., we were  
called and cancelled out.

On March 2, 1965, Red Ball Motor Freight, Inc. pulled  
Trailer 2174 out of Amarillo to Denver. Red Ball picked this  
trailer up at Amarillo, Texas, at approximately 2:00 p.m. on  
March 2, 1965 at Navajo Freight Lines' dock. We departed  
Denver at 9:30 a.m. on March 2, 1965.

Case #22.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-5-1942 Navajo Freight Lines, Inc.

OTR W. B. Arnold and Fred Brown state: We arrived Denver approxi-  
Dispute mately midnight 2/26/65 and left Denver at 9:00 p.m. on 2/28/65.  
On 2/28/65, #2055 Tractor and Trailer ICX 4016 and Tractor  
2805, Trailer 1022, arrived Denver at approximately 9:00 am

The two mentioned tractors are Albuquerque bid and were  
dispatched from Albuquerque to Denver via Amarillo.

We claim we are due one round trip from Denver to Amarillo  
and return as company is using Albuquerque bid equipment to  
move the Amarillo bid freight.

Case #23.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 961, Denver, Colorado, and  
5-5-1943                    Rio Grande Motor Way, Inc.

OTR                         Dennis Biesemeier states: I was home and available for  
Dispute                    work January 13, 1965. Company pigged Trailer 3118,  
DC 6105, 1861, and 3138. I claim one round trip pay.

Case #6.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 961, Denver, Colorado, and  
5-5-1944                    Rio Grande Motor Way, Inc.

OTR                         Tom Snyder states: I was home and available for call  
Dispute                    and company pigged trailers 1956-4285 PIE, 2403-5112,  
5000, 255-4314, DC 3134. I claim one round trip.

Case #7.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #                      Local 961, Denver, Colorado, and  
5-5-1945                    Rio Grande Motor Way.

OTR                        Charles Thomas states: I was home and available for call  
Dispute                    and the company pigged trailers 3118, DC 6105, 1861 and  
                              3138, and I claim one round trip.

Case #17.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-5-1946 Rio Grande Motor Way, Inc.

OTR Charles Thomas states: I was home and available on  
Dispute January 14, 1965, and company did not call me, they  
pigged trailers 2404 and 1872. I claim one round trip.

Case #18.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-5-1947 Rio Grande Motor Way, Inc .

OTR Charles Thomas states: I was home and available  
Dispute January 15, 1965, and the company pigged 3138-2117 -  
PIE 169 - DC 4426. I claim one round trip.

Case #19.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #            Local 961, Denver, Colorado, and  
5-5-1948        Rio Grande Motor Way, Inc.

OTR            I was home and available for call and the company pigged  
Dispute        3138-2117 - PIE 169DC 4426. I claim one round trip.

Case #20.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-5-1949 Rio Grande Motor Way, Inc.

Warning Violation of Article 44. Ron Curtis states; I am protesting  
Notice the Warning letter of March 18, 1965 for an accident as  
being unjustified.

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming April 7, 1965. (JSC)



RECEIVED

APR 30 1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-4-1233 Navajo Freight Lines

OTR Strom and Robertson claim three hours meal time and 1/2 cent  
Dispute a mile for 1,052 miles on two separate trips while hauling  
Class "B" explosives. The explosives in question did not carry  
the term "fixed."

Case #CB-871.

JAC Motion: That the Union claim be upheld.

Deadlocked California Bay JAC 12/19/63.

February JWC Action: Postponed.

May JWC Action: Postponed.

August JWAC Action: Postponed.

November JWAC Action: Postponed.

February JWAC Action: Postponed.

*Local 70  
Cases  
clipped*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 57, Eugene, Oregon, and  
2-5-1729 Consolidated Freightways, Inc.

P & D The Union contends that Troup has been employed by the Company  
Dispute for thirteen (13) years and is entitled to three weeks vacation.  
During the 12 month period prior to his anniversary date, Troup  
was off for approximately 6 weeks due to illness. He was paid  
3/52nds of his gross earnings which resulted in a reduction for  
him in vacation benefits received in the past. The Union contends  
that due to past practice, Troup should have received no less  
than 120 hours pay, three forty hour weeks, because the intent  
of the Vacation Clause was not to reduce a long time employee's  
benefits, these rates are minimums. The Union is requesting  
that Troup be paid the difference between 3/52nds and 120 hours  
vacation pay.

Case #548.

JSC Motion: That William Troup be paid 120 hours for  
vacation pay instead of the 3/52 nds he was paid.

Deadlocked Oregon JSC 1/11/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1735 Pacific Motor Trucking

P & D On 9/16 and 17, Jenkins delivered groceries to various grocery  
Dispute stores. We claim the Grocery Drivers Wage Scale for these  
days.

Case #SC-11-64-4930.

JSC Motion: That based on the facts as presented, the claim  
of M. E. Jenkins be allowed.

Deadlocked Southern California JSC 11/5/64.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1736 Pacific Motor Trucking

P & D On 10/1/64, Federico delivered groceries to various grocery  
Dispute stores. We claim Grocery Drivers Wage Scale.

Case #SC-11-64-4932.

JSC Motion: That based on the facts as presented, S. Federico  
be paid the grocery drivers rate for all time spent while  
delivering groceries.

Deadlocked Southern California JSC 11-5-64.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1753 Los Angeles-Seattle Motor Express

OTR Local Union No. 81, Portland, is claiming runaround pay for  
Dispute driver Demarest, from Los Angeles-Seattle Motor Express,  
for a runaround incurred on 9-22-64.

Case #534.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC 12/7/64.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #            Local 81, Portland, Oregon, and  
2-5-1754        Los Angeles-Seattle Motor Express

OTR              Local Union No. 81 alleges that the Company failed to furnish  
Dispute        transportation to line drivers at their relay point of Yreka,  
                 California.

Case #535.

JSC Motion:    That the Union's position be upheld.

Deadlocked Oregon JSC 12/7/64.

February JWAC Action:    Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1759 Pacific Intermountain Express

OTR Local 180 takes the position that Pacific Intermountain  
Dispute Express owes O. C. Winn and G. Young, 8 1/2 hours runaround  
time at the rate of \$3.07 per hour. A total amount of \$25.33  
due each man. They were runaround by the Oakland team in  
Rawlins.

Case #SC-1-65-5230.

JSC Motion: That the claims of O. C. Winn and G. Young  
be allowed.

Deadlocked Southern California JSC 1/14/65.

February JWAC Action: This committee to hold jurisdiction  
and the Western Conference Sleeper Cab Committee and  
representatives of P.I.E. and Consolidated Freightways to  
meet and bring in recommendations.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
2-5-1761 Pacific Motor Trucking Co.

MASTER LD-1289 (Local 85 vs P.M.T.) Union claims an agreement  
Dispute between Locals 70 and 85 prohibits the employer from sending a  
bobtail unit from one jurisdiction into the other to pick up a full  
box and return in a Transbay operation. Employer claims there  
is no such agreement, that past practice has been to the contrary  
for many years, and that the industry practice likewise has not  
been as the Union claims.

LD-1550 (Local 85 vs P.M.T.) Case returned to this committee  
as no accord reached when case referred to the Negotiating  
Committee. Case formerly heard as Case LD-1289. Motion  
deadlocked that the Union's position be upheld.

Case # LD-1550.

JSC Motion: That due to the facts presented, this case is  
referred to the Negotiating Committee with people with knowledge  
of the Transbay operation, and Messrs. Beatty and Kirby be  
present to outline the problem and present the views of this  
committee.

Deadlocked California Bay JSC 10/1/64.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1772 Pacific Intermountain Express

OTR Local 180 takes the position Pacific Intermountain Express  
Dispute should pay J. E. McKelvey and A. R. Wilson, 10 1/2 hours at  
the rate of \$3.07 per hour for abuse of free time. A total sum  
of \$32.23 due each man.

Case #SC-1-65-5228.

JSC Motion: That the claims of McKelvey and Wilson be  
allowed.

Deadlocked Southern California JSC 1/14/65.

February JWAC Action: This committee to hold jurisdiction  
and the Western Conference Sleeper Cab Committee and  
representatives of P.I.E. and Consolidated Freightways to meet  
and bring in recommendations.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 287, San Jose, California, and  
2-5-1780 Western

OTR Money claim Larry Vargus. Union claims Oakland driver  
Dispute bobtailed out of Oakland to San Jose, picked up a loaded set of  
trailers, took them to Tulare, when he met a Los Angeles driver  
and exchanged loads and returned with a set of trailers to Oakland.  
Company maintains that Tinsley did bobtail from Oakland, picked  
up load from San Jose, and met an Oakland destined load and  
returned to Oakland with it. Tinsley is a regular driver out of  
Oakland on a long line bid.

Case #CB-1360.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC 11/7 and 11/18/64.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1787 Pierce Freightlines, Inc.

OTR Union maintains that Pierce Freightlines has to pay check  
Dispute and fuel as they have in the past.

Case #1349.

JSC Motion: That the Union's position be upheld, under the  
maintenance of standards clause of the Agreement.

Deadlocked California Bay JSC 11/17 and 11/18/64.

February JWAC Action: Postponed,



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1790 Consolidated Freightways, Alaska Division

OTR This Company is signatory to a rider that is supplemental to  
Dispute the 1964-1967 Western States Area Over-the-Road Agreement.  
Chain time is not excluded as paid for time in this Rider, also  
fuel time is not excluded when drivers physically perform the  
fueling. It is the contention of the Union that this Company be  
obligated to pay these items in conformity to other sleeper cab  
operators under this Agreement.

Case #1054 (U).

JSC Motion: That based upon the conditions as listed in the  
Alaska Rider drivers be paid chain and fuel time when they  
actually perform the fueling and chaining.

Deadlocked Washington 12/3/64 - JSC.

February JWAC Action: Remanded to the parties to determine  
the facts. This committee to retain jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1791 Consolidated Freightways, Inc.

OTR On October 5, 1964, driver "Kudrna", out of Portland, dropped  
Dispute Tractor 32-96 and semi-trailer 85-61 in Seattle that was destined  
for Bellingham from Portland; then picked up Tractor 32-24 and  
semi-trailer 67-400 with Seattle to Bellingham freight. He left  
Seattle at 0315. Shortly after, another Portland driver, "Horton",  
dropped Tractor 32-186 and semi-trailer 93-7099 at Seattle,  
then picked up the units that "Kudrna" had dropped and proceeded  
to Bellingham at 0400 or 45 minutes after "Kudrna". The  
application for Portland-Bellingham operation, Case #3-259,  
April 16, 1959, gave no permission to change complete units north  
bound at Seattle. It is the position of Local 741 that in this case,  
where complete units were changed in Seattle north bound, that  
such changing is contrary to the Change of Operations Case 3-259  
and Bruce Beers, a Seattle board driver who did not work, should  
be compensated for a minimum day's pay.

Case #1058 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC 12/3/64 .

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1795 United-Buckingham Freight Lines

Interpre- Case #1090 (U) - Subject: On 10/14/64, Spokane driver Saling,  
tation divisioned to Yakima, took his rest in Yakima, loaded Yakima Firing Range for Tacoma, came from Tacoma to Seattle then returned to Spokane. This is not an approved operation. Ted Parmenter, Seattle line driver, should be compensated for amount made by this Spokane man. Violation of JWC Case #5-3-748.

Case #1091 (U) - Subject: On 9/30/64 Ed Smith, heavy duty pickup and delivery man at Moses Lake ran from Moses Lake to Seattle to Moses Lake. The Union claims the Company has never applied for this run. Also, the same run was run on 10/14/64 by Ed Smith. However, Smith came from Moses Lake to Othello to Seattle and then from Seattle to Wenatchee to Moses Lake. This run has never been approved by the JWC and is further a violation of I. C. C. hours of service. Ned Clough, Seattle line driver, has a runaround due on both of these days. Company doesn't agree that the Moses Lake driver went through Othello. Driver left Moses Lake at 1800 hours with Basin produce picked up in Moses Lake for Waddens in Seattle.

Case #1092 (U) - Subject: On 10/7/64, Portland driver Hogan, came from Wenatchee with a drop in Tacoma. This is not an approved run from Portland to Yakima to Wenatchee to Tacoma. This Wenatchee is a Seattle run. Robert Guthrie is entitled to a minimum days pay for this run.

Case #1093 (U) - Subject: On 11/20/64, Grosson, a Portland man, out of Pasco to Seattle, dropped and picked then went to Portland. Union claims two (2) divisions pay for first Seattle man up. Also, the Union asks for cease and desist on this run.

Case #1094 (U) - Subject: On 10/27/64, a Portland driver came into Seattle from Lewiston, Idaho, then later proceeded to Portland via Hoquiam with 5511-77212-21-23136. Union claims two (2) divisions pay for Keith Birk, who did not work. Union also asks for cease and desist.

Case #1095 (U) - Subject: On 11/19/64, Portland driver, Bob Cook, came out of Wenatchee and picked up 6004 and 70-100 then went to Portland. This is not an approved run. Therefore, Union claims two (2) divisions pay for Ed Budka, who did not work on days in question. Union also asks for cease and desist.

(continued)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1795 United-Buckingham Freight Lines

Interpre- Case #1096 (U) - Subject: On 11/24/64, Grosson, Portland man,  
tation came in from Pasco at 0500, dropped set of boxes here, out for  
(cont'd.) Tacoma and Portland at 0545. Union claims two (2) divisions pay  
for Seattle driver who did not work on this day. Also, cease and  
desist on this run until it is properly approved.

Case #1097 (U) - Subject: On 10/26/64, Portland driver came from  
Wenatchee, dropped in Seattle, picked up 5519-54136-54154 for  
Portland. Union claims two (2) divisions pay for Guthrie, the  
Seattle man who did not work. Also ask for cease and desist.

Case Nos. 1090 (U) through 1097 (U).

JSC Motion: That in view of the fact Cases 1090 (U) through  
1097 (U) involve various Locals and Areas, and drivers in various  
Locals and Areas, and the matters are considered interpretive,  
it is moved that these cases be forwarded directly to the Joint  
Western Committee. This Motion Carried.

Date of JSC Action: - 1/7/65.

February JWAC Action: Remanded to the parties and International  
Organizer, Clyde Crosby to determine which runs can be bid.  
This committee to retain jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 890, Salinas, California, and  
2-5-1800 Delta Lines

P & D Burris D. Weaver claiming time and one-half for 8 hours on  
Dispute Saturday, October 24, 1964. Company worked 4 men with less  
seniority on that date. Company claims that since men had  
already worked 54.1 hours, he therefore had no hours remaining  
to work under I. C. C. regulations.

Case # 1626.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC 12/17/64.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
2-5-1822 Consolidated, P.I.E., - I.M.L. - and Garrett Freightlines

OTR The Employers send an employee, long line driver, with a  
Interpre- rig to be loaded at Ore-Ida Plant, Burley, Idaho. The line  
tation driver will then have to re-organize the frozen potatoes out of  
the plant in Burley. These employees are not dressed for this  
work. Two employees, one from Garrett and one from Consolidated,  
have caught colds from working in the zero temperatures. One  
of the fellows lost time because of this.

The Union is asking that the employers named above submit  
to this committee the dates they have handled frozen food from  
Burley plant and also let a dock man be paid dock rate of pay  
for work the drivers have been doing in his stead. This also  
applies to P.I.E. sleepers coming out of Oakland, California  
into Burley and loading frozen potatoes.

Since this case involves all of the carriers who operate in  
the Boise area, the Joint State Committee ruled that it should be  
referred to the Joint Western Area Committee for determination.

Case #471 (Dec. 64-7).

Date of JSC Action: 1/13/65.

NOTE: Late filing - received 1/27/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
2-5-1823 Garrett Freightlines

Interpre- Garrett Freightlines here in Boise has had 2 employees who  
tation worked from July, 1964 until November, 1964, and one from  
July, 1964 until latter part of November, 1964; these jobs  
were not posted.

These jobs were held by two employees and the jobs were  
not posted for bid. This Union would like an interpretation on  
the above, on how long a job or position can be held without a  
bid.

JSC Action: This Union was instructed by the Utah-Idaho  
Area Committee to submit this case to Joint Western Area  
Committee for interpretation on how long a job has to be worked  
on the dock and not posted for bid.

NOTE: Late filing - received 1/27/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
2-5-1824 I.M.L. Freightlines

OTR The Union claims a runaround on behalf of Ronald Barnhart,  
Dispute a Boise 80 percent bid local pickup and delivery driver, on  
the theory that pickup and delivery men who are qualified to  
drive line have, in the past, been used to pull extra line runs  
out of Boise.

Case #488 (Jan. 65-14).

JSC Motion: That the claim of Ronald Barnhart be honored  
as filed.

Deadlocked Utah-Idaho JSC 1/13/65.

NOTE: Late filing - received 1/27/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1825 O.N.C.

OTR CB-#1397 - Money claim for Turner - Case CB-#1398 money  
Dispute claim for Brown. Union claims difference in pay of \$13.05 .  
Men were paid mileage on a turnaround to a division point to  
Fresno which always paid eight hours each way when drivers  
were turned. Company maintains Fresno is only a division point  
for two bid men.

Case #CB-1397 and CB-#1398.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay Area JSC .

Late filing - 2/3/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1826 O.N.C.

OTR Money claim for Trafton. Union claims 3 hours minimum  
Dispute guarantee because driver did not get out at the beginning of  
the 16 hours. Company maintains driver was called for an eleven  
o'clock dispatch, right at the end of his 15 hours.

Case #CB-1399.

JSC Motion: That the claim for the Union be upheld.

Deadlocked California Bay Area JSC.

Late filing - received 2/3/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
2-5-1828                    Interstate Freight Lines, Inc.

P & D                      Local Union 81 is claiming that Interstate Freight Lines, Inc.  
Dispute                    is in violation of Article 48, Section 13, of the Western States  
                                Area Pickup and Delivery, Local Cartage and Dock Workers  
                                Supplemental Agreement.

Case #562.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC 2/1/65.

February JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-5-1831 O. N. C.

Joint Telles claims 1 1/2 pay for shift in which he pulled van to  
Council 7 pig-ramp. Company paid straight time, plus 10%.  
Dispute

Case #LD-1539.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's claim be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
1/21/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 2, Butte, Montana,  
5-5-1867 Local 983, Pocatello, Idaho, and  
Consolidated Freightways.

OTR  
Dispute Request bid be honored for employee Mervin Gerke of Butte, and  
request pay difference in the amount deprived of by not getting  
vacancy on Pocatello Extra Board 5/1/64.

Case #M-455.

JSC Motion: That Case M-455 be referred to the Joint Western Area  
Committee due to the fact that this case involves a Local Union  
in which the Montana State Committee has no jurisdiction over.

Date of Action: February 19, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 2, Butte, Montana, and  
5-5-1868 Garrett Freightlines, Inc.

OTR Pocatello driver arrived in Butte, dropped his tractor and  
Dispute trailer, picked up a tractor and trailer and continued on to  
Missoula. Union requests wages at applicable rate for Ed Hopwood,  
a P. & D. driver qualified to have made this run.

Drivers Seabold and Galloway pulled to Butte from Pocatello,  
dropped trailers in Butte and picked up others and pulled to  
Missoula. Union requests wages at applicable rate for Richard  
Newgard and Clarence Hess, qualified P & D drivers of the Butte  
terminal.

Case #M-469.

JSC Motion: That in Case M-469, based on the facts, the  
company could not prove they had an approved run from Pocatello  
to Missoula, the claims be paid.

Deadlocked Montana JSC March 19, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 17, Denver, Colorado, and  
5-5-1869                    Denver Chicago Trucking Co., Inc.

MASTER                    Local 17 is protesting the position taken by Denver Chicago  
Dispute                    Trucking Co., Inc. in regard to the seventy-two hour notice  
                              which was sent February 1, 1965.

Case #19.

JSC Motion: Case to be sent to Joint Western Area Committee  
for further disposition.

Date of Action: March 3, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 45, Great Falls, Montana, and  
5-5-1870                    Helphrey Motor Freight

Termina-                    Local 45 contends employee Norton wrongfully discharged  
tion                         and should be reinstated with back pay.

Case #M-483.

JSC Motion:   That the discharge be upheld.

Deadlocked Montana JSC April 16, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 57, Eugene, Oregon, and  
5-5-1871                    Everts Commercial Transport, Inc.

Tanker                      The Union contends that they failed to reach any agreement over  
Dispute                    dispatch rules with the Company, therefore, they notified the  
                                 Company that effective July 1, 1964, the dispatch procedures  
                                 would be strictly according to the Contract on seniority basis.  
                                 On March 11, 1965, the Company dispatched three junior men  
                                 out at 8:30 a.m., ahead of Ewoniuk, the senior driver available,  
                                 who didn't get out until 3:30 p.m. Ewoniuk was not offered  
                                 the earlier runs, and the Union is claiming runaround pay amount-  
                                 ing to 7 1/2 hours, the difference in dispatch times, because of  
                                 improper dispatch.

Case #578.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 5, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California  
5-5-1872                    Local 85, San Francisco, California, and  
                             Consolidated Freightways.

Joint                      In accordance with the provisions of Article 17 of the National  
Council 7                Master Freight Agreement, Consolidated Freightways is  
Dispute                   herewith petitioning the Joint Area Grievance Committee for  
                             relief from the present pay practices now in effect at our  
                             San Leandro terminal and our San Francisco terminal, as  
                             well as our Clark-Farnsworth San Francisco terminal.

This problem affects Locals No. 70 and 85. It has been  
discussed with these locals and an understanding could not  
be reached.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1873                    Garrett Freightlines.

Joint                      LD-1780 - Local 70 vs. Garrett - Article 56 (2).  
Council 7

Dispute                    Eason's anniversary date is September 24th. Union claims  
in 1964 he took vacation with pay prior to his anniversary date;  
that now the man has accrued 5 days and, although the company  
will allow the time off, they will not pay until his anniversary  
date.

Joint Council #7 Labor-Management Committee Motion: That  
when vacation time is requested and granted in accordance  
with Article 56, Section 1, 2, and 3, vacation time shall be  
paid in accordance with Section 2 of Article 56 of this  
Agreement.

Deadlocked Joint Council #7 Labor-Management Committee  
April 1, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1874                    Garrett Freightlines.

Joint                      LD-1799 - Local 70 vs. Garrett - Articles 6;38, 47 (10) and 61.  
Council #                  Union claims Garrett is requiring his applicants and employees  
Dispute                    to take aptitude tests at C. T. A. Driver Testing Center  
                             contrary to the contract; that this is a new procedure subject  
                             to negotiation. Union claims no objection to physical testing;  
                             dispute is limited to aptitude tests. Company claims right to use  
                             proper and accepted employee selection methods; that the  
                             Driver Testing Center facilities are employed by approximately  
                             60 other carriers, indicates that regardless of test results  
                             on present employees, their employment status cannot con-  
                             tractually be changed.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
April 1, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
5-5-1875 Garrett Freightlines, Inc.

Joint Union claims sick leave pay for Christmas Day in addition to  
Council 7 holiday pay. Heureux was off work December 24th and December  
Dispute 25th. The 24th was his waiting day and Union claims the 25th  
was his first paid sick day.

Case #LD-1657.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
January 21, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1876                    Los Angeles-Seattle Motor Express.

Joint                      Union claims sick leave pay in addition to holiday pay for illness  
Council 7                claimed on January 1, 1965. New Year's day fell on Friday,  
Dispute                 and Friday is considered part of the work week, holiday  
                         notwithstanding.

Case #LD-1705.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
March 4, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1877                    Los Angeles-Seattle Motor Express.

Joint                      Filed under job seniority in reassignment. "Job seniority  
Council 7                   will be used in bidding for assignment to equipment."  
Dispute  
  
Claims all companies in 70 jurisdiction are letting jobs  
(routes) up for bid. Claims company doesn't practice either  
equipment bidding or job bidding. Claims job bidding  
synonymous with equipment bidding and allowable under contract.

Joint Council #7 Labor-Management Committee Motion:  
LD-1773 - Motion made, seconded, "that based on the  
facts presented in this case, these routes became open,  
therefore the Union's position be upheld."

Deadlocked Joint Council #7 Labor-Management Committee  
April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1878                    Navajo Freight Lines.

Joint                      When a route became open permanently as the result of a  
Council 7                  discharge, the company assigned a man to fill the vacancy.  
Dispute                    Union claims vacancy should be bid.

Case #LD-1653.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
1/21/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
5-5-1879 Pacific Intermountain Express.

Joint LD-1753, 1754 (Local 70 vs. P.I.E.) Article II  
Council 7

Dispute Cases originally filed through Hiring Hall Committee. Hearings consolidated by agreement.

Union feels that Tollfree should have been permitted to work as dispatched from Hiring Hall on September 25, October 2nd, and October 4, 1964; that he is a qualified worker, that he should receive a day's pay for each of the days on which he was refused employ.

Company objects to filing as out of order per Article 38 (4) of the Contract; that in their considered opinion, the man was unacceptable for employ; that in the exercise of hiring privilege they violated no provisions of the Contract.

Case #LD-1753 and LD-1754.

Joint Council #7 Labor-Management Committee Motion: That the Union's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
March 18, 1965.

NOTE: The decision in Cases LD-1753 - LD-1754 shall apply to the following cases:

LD-1741 - 1755 - 1766 - 1785 - 1789 - 1791 - 1792 -  
-1793 - 1794 - 1795 - 1796 .



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1880                    Paxton Trucking Company

Joint                      Union claims Company used leased truck on December 1, 1964,  
Council 7                  to unload empty reels at General Cable in Emeryville, while  
Dispute                    Local 70 men laid off.

Case #LD-1669.

NOTE: #LD-1670, 1671, 1672, 1673, 1674, 1675, 1676,  
(Local 70 vs Paxton) Motion carried that Cases #LD-1670,  
1671, 1672, 1673, 1674, 1675, and 1676, fall under the decisions  
of #LD-1669 and are therefore deadlocked.

Deadlocked Joint Council #7 Labor-Management Committee  
2/18/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1881                   Paxton Trucking Company

Joint                      Union claims that all men in a "rigging crew" should be  
Council 7                  receiving winch rate of pay, claiming this has been company's  
Dispute                   past practice.

Case #LD-1677.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
2/18/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1882                    Paxton Trucking Company

Joint                      Union claims company established past practice from 1960  
Council 7                  to October, 1964, in paying additional 50 cents for driving a  
Dispute                    truck and tractor with a winch.

Case #LD-1678.

Joint Council #7 Labor-Management Committee Motion:  
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
2/18/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1883                   Ringsby.

Joint                      LD-1710 - Local 70 vs. Ringsby - Article 48  
Council 7                Filing: "On February 2, 1965, at 8:45 a.m., Stewart Drayage  
Dispute                picked up trailer 9-471 at Oakland terminal of Ringsby and  
                         went to Colgate, loaded 43,000 lbs. of freight for Jacksonville,  
                         Indiana, returned trailer to                at 6:00 p.m." All Local 70  
                         jurisdiction.

Ringsby had 5 men on layoff that day. Union requests day's  
pay for a man laid off that day.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
April 1, 1965.

NOTE: Agreed between the parties that Case LD-1711 is bound by the  
decision of Case LD-1710.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1884                    Robertson Drayage.

Joint                      A Local 85 man is driving - bobtail, license #32 276 and has  
Council 7                  been doing dock work by virtue of picking up his freight, putting  
Dispute                    it on his hand truck and loading his own truck. The area  
                              covered by him in doing this work was a distance of 39 feet wide  
                              and a depth of 84 feet. Since this work is identical to that  
                              performed by Local 70 employees, he should have had a Local  
                              70 man obtain his merchandise or freight for him.

Joint Council #7 Labor-Management Committee Motion:  
LD-1811 - Motion made and seconded, "that the Union's  
position be upheld."

Deadlocked Joint Council #7 Labor-Management Committee  
April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1885                    Sterling Transit.

Joint                      Cliff Talbot claims sick leave pay on a holiday, for which  
Council 7                he was paid holiday pay.  
Dispute

Case #LD-1659.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
January 21, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1886                    Transcon Lines

Joint                      Union wants company to install heaters and defrosters. Company  
Council 7                  claims they are not needed in this area.  
Dispute

Case #LD-1656.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
1/21/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 70, Oakland, California, and  
5-5-1887        Transcon Lines.

Joint            LD-1788 - Local 70 vs. Transcon - Article 39.  
Council #        Regular employee left work ill at noon. The next morning he  
Dispute         reported to work but was refused work for that day. Filing  
                 requests a day's pay.

Joint Council #7 Labor-Management Committee Motion:  
That Hernandez shall receive a day's pay for February 5, 1965.

Deadlocked Joint Council #7 Labor-Management Committee  
April 1, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1888                    Transcon Lines.

Joint                      The Company will only let ten percent of the men go on  
Council 7                  vacation at any shift. This means only three men at a time  
Dispute                   go on vacation. There has always been more than three men  
                             on vacation at one time for the last six years.

Joint Council #7 Labor-Management Committee Motion:  
LD-1805 - Motion made, seconded, that "there is no ten  
percent provision in the contract, therefore the Union's  
position be upheld."

Deadlocked Joint Council #7 Labor-Management Committee  
April 15, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 70, Oakland, California, and  
5-5-1889                    Transcon Lines.

Joint                      Jesse Tolefree was dispatched on April 6, 1965, for dock  
Council 7                  employment at Transcon for 6:00 p.m. Mr. Tolefree reported  
Dispute                    to work at the hour and time so requested by the employer.  
                             Employer, foreman, agent, supervisor, refused to employ  
                             Jesse Tolefree or pay for the night's wages.

Joint Council #7 Labor-Management Committee Motion: That  
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
April 15, 1965.

LD 1809



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-5-1890 Consolidated Freightways, Inc.

MASTER  
Dispute

The Union contends that the Company has discontinued returning the audited copy of the drivers trip sheet pay form to them. The pay form has six copies and previously the Company returned one copy to the driver that showed any adjustments made by the payroll department.

The Union is requesting that the Company return to past practice.

Case #570.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC March 1, 1965.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 81, Portland, Oregon, and  
5-5-1891                    Consolidated Freightways, Inc., Bulk Commodities Division.

Tanker                      Local Union 81 is claiming that Consolidated Freightways, Inc.,  
Dispute                      Bulk Commodities Division, is in violation of Article 14,  
                                 Sections 1 and 2, of the Western States Area Master Agreement.

On March 19th, the Union filed a complaint against the Company, under Article 15, Section 6, "Money Disputes", of the Tanker Supplement, requesting \$640.00 for Hodges; the equivalent of the minimum amount he would have received for this period from the Oregon State Accident Commission. The Company posted the money in the name of Harry Hodges, in accordance with the Contract, on March 24th, the same day they notified Hodges that his claim had been rejected by their insurance carrier.

Case #581.

JSC Motion: That the \$640.00 be turned over to Harry Hodges.

Deadlocked Oregon JSC April 5, 1965.